

NOTE TO CLERK:

THIS DOCUMENT MODIFIES THE ORIGINAL DEED OF TRUST RECORDED AT BOOK 1425, PAGE 249 IN SAID REGISTER'S OFFICE.

MODIFICATION AGREEMENT

This Modification Agreement made and entered into on this **27th** day of **November, 2002**, by and between **DAA ACQUISITION, LLC**, hereinafter called "Borrower", Great Northern Realty Company, Inc., hereinafter called "Grantor/Guarantor" and David S. Andrews, hereinafter called "Guarantor" and **BancorpSouth Bank, 6675 Stage Road, Bartlett, TN 38134**, hereinafter called "Bank".

WITNESSETH:

WHEREAS, as on November 26, 2001, Borrower executed a promissory note, ("Note"), held by and payable to Bank in the principal sum of **One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00)**. Whereas on November 26, 2001, Grantor/Guarantor and Guarantor executed an Unconditional and Continuing Guaranty ("Guaranty Agreement") guaranteeing payment of Note. The Note is secured by a deed of trust (hereinafter called the "Deed of Trust") executed by Grantor/Guarantor conveying to L. Patrick Caldwell, Trustee for the benefit of Bank certain real estate located in DeSoto County, Mississippi, the real estate conveyed being more particularly described in said Deed of Trust which is recorded in the office of the Register of Deeds, DeSoto County, Mississippi at:

Book 1425, Page 249.

WHEREAS, the Bank, Borrower, Grantor/Guarantor and Guarantor desire to modify the terms of the Note and Deed of Trust; and

WHEREAS, parties agree to amend the terms of the Note and Deed of Trust as set forth below upon the agreement of the Borrower, Grantor/Guarantor and Guarantor, to make, keep and perform all of the terms and conditions and covenants set forth in the Note, Deed of Trust and Guaranty Agreements.

NOW, THEREFORE, for mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Acknowledgement of Debt** : It is acknowledged that under the Note there exists an original indebtedness in the amount of **One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00)** with an unpaid principal balance and interest of **One Million Twenty Seven Thousand Seven Hundred Seventy Three and 06/100 Dollars (\$1,027,773.06)** as of **November 27, 2002**.
2. **Modification of terms of Note**: It is further agreed that the terms and provisions of the Note and Deed of Trust are hereby modified and amended so that same shall be paid as follows:

The original principal indebtedness of One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00) is increased to One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00). STATE MS.-DE SOTO CO.
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DEC 17 2 51 PM '02

The original maturity date of the Note shall be **BK 1622 PG 741** replaced with the new maturity date of December **W.E. DAVIS CH. CLK.** 5, 2005.

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The interest rate on the Note shall be changed from Six and One Half Percent (6.50%) to Six and One-Fourth Percent (6.25%) per annum as of November 27, 2002.

Terms of repayment on the Note shall be replaced with the following: Principal and Interest payments in the amount of Ten Thousand Three Hundred Nineteen and 22/100 Dollars (\$10,319.22), beginning January 5, 2003 and on the 5th day of each month thereafter to and including November 5, 2005; and on December 5, 2005, all unpaid principal and interest shall be due and payable.

All other terms and conditions will remain the same.

3. **Modification of Deed of Trust.** The Deed of Trust is hereby modified and amended to reflect the changes in the Note as above stated.
4. Bank agrees to make a notation upon its records showing the aforesaid modifications.
5. **Reaffirmation of Obligations.** All terms and provisions of the Note and Deed of Trust not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by borrower.
6. The lien of the Deed of Trust is hereby extended so that same shall not be barred by an applicable statute of limitations until ten (10) years from the date of maturity of the Note as modified and set forth hereinabove, and the lien of the Deed of Trust shall remain in full force and effect and unimpaired for a period of ten (10) years from the date of maturity of the Note, as herein extended.
7. In consideration of the modification granted herein, Borrower promises to pay the indebtedness evidenced by the Note as set forth hereinabove; Borrower, Grantor/Guarantor and Guarantor promise to keep and perform all the covenants, terms and conditions contained in any deed(s) of trust, mortgage(s), deed(s), to secure debt, note(s) security agreement(s), loan agreement(s), guaranty agreement(s), or other agreement or document governing the terms and conditions of the borrowing affected hereby, in default of which the holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes, and may proceed to foreclose on any of the collateral held to secure same, or to exercise at its option any right of privilege granted in any of said agreements or documents or by law. It is expressly understood and agreed that the terms, covenants, and conditions of all instruments evidencing or securing the aforesaid indebtedness shall remain in full force and effect, and shall in no manner be affected by the execution of this Agreement except as the same are expressly extended or modified herein.

8. The execution of this Agreement does not discharge any of the obligors, sureties, endorsers or guarantors of the Note, and all rights of the Bank against any or all of the same are expressly reserved.
9. Furthermore, a full release of all the lien of said deed of trust shall constitute a release of any lien created by this modification agreement.
10. In all other respects, said Note, Deed of Trust and Guaranty Agreement shall remain in full force and effect and Borrower promises to pay said indebtedness as hereinstated and before all other obligations in said Note and Deed of Trust as set forth herein, Grantor/Guarantor and Guarantor join herein to guarantee the payment and performance of the indebtedness as hereinstated and before all other obligations in said Note, Deed of Trust and Guaranty Agreement as set forth herein.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

BORROWERS:

DAA ACQUISITION, LLC

By: David S. Andrews
David S. Andrews, President

GRANTOR/GUARANTOR:

GREAT NORTHERN REALTY COMPANY, INC.

By: David S. Andrews
David S. Andrews, President

GURANTOR:

David S. Andrews
DAVID S. ANDREWS, INDIVIDUALLY

BANK:

BANCORPSOUTH BANK

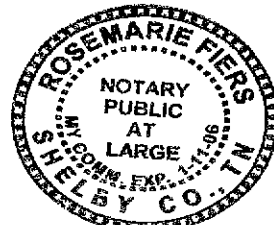
By: William J. Brigrance
William J. Brigrance, Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this **27th** day of **November, 2002**, before me personally appeared **David S. Andrews**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission Expires:

Rosemarie Fiers
Notary Public



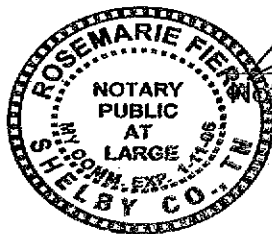
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of said County and State aforesaid, personally appeared **David S. Andrews**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **President of DAA Acquisition, LLC**, the within named bargainor, a limited liability company, and that he as such **President**, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as **President**.

WITNESS my hand and seal at office in Bartlett, Tennessee, this **27th** day of **November, 2002**.

Rosemarie Fiers
Notary Public

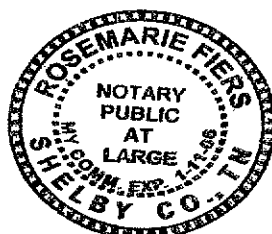
My Commission Expires:



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of said County and State aforesaid, personally appeared **David S. Andrews**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **President of Great Northern Realty Company, Inc.**, the within named bargainor, a corporation, and that he as such **President**, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as **President**.

WITNESS my hand and seal at office in Bartlett, Tennessee, this **27th** day of **November, 2002**.



My Commission Expires:

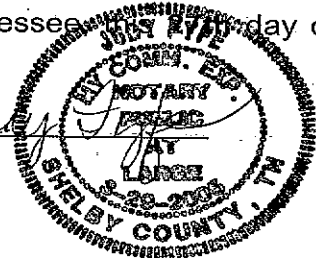
Rosemarie Fiers
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of said County and State aforesaid, personally appeared **William J. Brigrance**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Vice President of BancorpSouth Bank**, the within named bargainer, a corporation, and that he as such **Vice President**, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as **Vice President**.

WITNESS my hand and seal at office in Bartlett, Tennessee, this 10th day of **November, 2002**.

Notary Public



My Commission Expires: 3-29-05

Name and Address of Grantor/Debtor:
Great Northern Realty Company, Inc. and
DAA Acquisition, LLC
790 Valleybrook Drive
Memphis, Tennessee 38120
Office – (901) 377-9502/Home-N/A

THIS INSTRUMENT PREPARED BY:
Rick Sparkman, Attorney
7125 Getwell, Suite 201
Southaven, Mississippi 38671
(662) 349-6900

RETURN TO:
REALTY CLOSING SERVICES, INC.
6510 STAGE ROAD, SUITE 1
BARTLETT, TENNESSEE 38134
(901) 382-0470
02-1727
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